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KING COUNTY  
SUPERIOR COURT CLERK  
SEATTLE, WA

IN THE SUPERIOR COURT OF WASHINGTON  
IN AND FOR KING COUNTY

In re the Marriage of:

JILL IRINA BORODIN,

Petitioner,

and

ADAM REED GROSSMAN,

Respondent.

NO. 09-3-02955-9 SEA

**DECREE OF DISSOLUTION  
(Marriage)**

[X] CLERK'S ACTION REQUIRED  
[X] LAW ENFORCEMENT  
NOTIFICATION, ¶ 3.10 BELOW

**I. JUDGMENT/ORDER SUMMARIES**

**1.1 RESTRAINING ORDER SUMMARY.**

Restraining Order Summary is set forth below:

Name of person(s) restrained:	ADAM R. GROSSMAN
Name of person(s) protected:	JILL I. BORODIN
See paragraph 3.10	

*Violation of a Restraining Order in Paragraph 3.10 Below With Actual Knowledge of its Terms is a Criminal Offense Under Chapter 26.50 RCW and Will Subject the Violator to Arrest. RCW 26.09.050.*

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040; 070 (3)

ORIGINAL

1

2 **1.2 REAL PROPERTY JUDGMENT SUMMARY.**

3

4 Real Property Judgment Summary is set forth below:

5 

Assessor's property tax parcel number: 020850-0100-8 (Washington home)
--

6 

1.3 MONEY JUDGMENT SUMMARY.

A. Judgment Creditor	Jill I. Borodin
B. Judgment Debtor	Adam Reed Grossman
C. Principal Judgment Amount (Property Settlement)	\$56,405 <del>████████</del> TBD
D. Interest to date of Judgment	N/A
E. Attorney's Fees	
F. Costs	N/A
G. Other Recovery Amount:	
H. Principal judgment shall bear interest at 12% per annum.	
I. Attorney's fees, costs and other recovery amounts shall bear interest at 12% per annum.	
J. Attorney for Judgment Creditor	Karma L. Zaike
K. Attorney for Judgment Debtor	Emily J. Tsai

15 **END OF SUMMARIES**

16 **II. BASIS**

17 Findings of Fact and Conclusions of Law have been entered in this case.

18 **III. DECREE**

19 IT IS *DECREED* that:

20 **3.1 STATUS OF THE MARRIAGE.**

21 The marriage of the parties is hereby dissolved. Further references to the "Wife" shall  
22 be synonymous with the Petitioner, JILL I. BORODIN. Further references to the  
23 "Husband" shall be synonymous with the Respondent, ADAM R. GROSSMAN.

24 **3.2 REAL PROPERTY.**

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WPF DR 04.0400 Mandatory (6/2008) - RCW 26.09.030;  
.040; .070 (3)

1  
2       3.2.1 6821 39<sup>th</sup> Avenue NE, Seattle, Washington. The court finds that this  
3 property is community property. This property was purchased by the parties  
4 during their marriage. The court acknowledges that the husband signed a Quit  
5 Claim deed to the home in June, 2005. **Exhibit 55.** However, first and second  
6 mortgages on the home (Exhibits 29 and 30 respectively) were arranged by the  
7 husband, held only in the Wife's name, and the loan proceeds of \$101,617  
8 were taken from the equity of the home and transferred to husband's  
businesses. (Exhibits 3, pg. 30, 349, 351, Tab F). The only testimony as to the  
value of the home was presented by the Wife to be \$480,000. There was no  
dispute that there were two mortgages which totaled over \$600,000 leaving  
negative equity of \$120,000, which is a community debt.

9  
10      This property is awarded to the Wife as her sole and separate property, free and  
11 clear of any interest in the Husband. The Wife shall henceforth assume and  
pay all taxes, utilities, insurance, mortgage and other obligations on said  
property and hold the Husband harmless and indemnify him from any liability  
thereon.

12  
13       3.2.2 868 Montcrest Drive, Redding, CA. Exhibit 351, Tab E, p. 31 The court  
14 finds that this property was purchased with community funds and is  
15 community property. This property is awarded to the wife.

16      The husband shall immediately sign all documents necessary to effectuate a  
17 prompt transfer of this property to the wife. If the Husband refuses to  
cooperate with immediate transfer of the property to the Wife, then attorney  
18 Krystina Larch or Margaret Doyle Fitzpatrick are appointed pursuant to CR 70  
as a Commissioner in Fact to sign any necessary documents in the husband's  
stead.

19  
20      The husband shall have the affirmative duty to disclose all aspects of  
21 ownership of the property to the wife and he shall further cooperate in signing  
22 any documents necessary to transfer the home to the Wife. The husband shall  
report the sale on his tax return and he shall bear any tax consequences of the  
sale.

23  
24       3.2.3 20710 Glennview Drive, Cottonwood, CA. The court finds that this property  
25 was purchased during the marriage and is community property. This property  
is awarded to the husband.

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1           3.2.4 1679 Strauss Lane, Redding, Ca. The court finds that this property, which  
2           was purchased by husband in 1989 before marriage, is the husband's separate  
3           property. The Husband shall assume and pay all taxes, utilities, insurance,  
4           mortgage and other obligations on said property. Because the husband has a  
5           HELOC in both his and wife's name, Husband shall immediately refinance this  
6           property to remove the wife's name from the mortgage.

7           3.2.3 773 Metro Way, Redding, Ca. This home was inherited by Mr. Grossman  
8           during the marriage and the court finds that this is his separate property. The  
9           home shall be awarded to the husband free and clear of any interest in the wife.  
10          The Husband shall henceforth assume and pay all taxes, utilities, insurance,  
11          mortgage and other obligations on said property and hold the Wife harmless  
12          and indemnify her from any liability thereon. If there are undisclosed liens on  
13          the 868 Montcrest property or the 20710 Glennview property that the husband  
14          fails to immediately remove, then this property may be sold to satisfy the liens.

15         **3.3 EMPLOYMENT BENEFITS.**

16          Each party shall retain as his or her sole and separate property, free and clear of any  
17          interest in the other, all those rights and benefits which have been derived as the result  
18          of his or her past or present employment, union affiliations, military service, United  
19          States or other citizenship and/or residence within a state including, but not limited to:

20          Various forms of insurance, right to social security payments, welfare  
21          payments, unemployment compensation payments, disability payments,  
22          Medicare and Medicaid payments, retirement benefits, sick leave benefits,  
23          educational benefits and grants, interests in health or welfare plans, interests in  
24          profit-sharing plans, and all other legislated, contractual and/or donated  
25          benefits, whether vested or non-vested and whether directly or indirectly  
                derived through the activity of that specific party; provided, however, that said  
                benefit or benefits have not been otherwise divided below. Each party is  
                specifically awarded his or her own retirement and 401(k)/403(b) benefits.

26         **3.4 PROPERTY TO BE AWARDED TO THE HUSBAND.**

27          The Husband is awarded as his separate property, free and clear of any right, title or  
28          claim of the Wife, the following property, and the Wife hereby quit claims and  
29          conveys all of said property to the Husband. This Decree, when executed, shall serve  
30          as a document of conveyance from the Wife to the Husband of the following property:  
31

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- 1           3.4.1 All furniture, furnishings, clothing, personal items and personal property of  
2           any description presently in his possession.
- 3           3.4.2 All bank accounts, savings accounts and credit union accounts in his name  
4           only.
- 5           3.4.3 All life insurance policies insuring his life, for which the Wife is hereby  
6           divested of any interest as beneficiary.
- 7           3.4.4 The following automobile: 2005 Chevrolet Malibu. The Husband shall  
8           become solely obligated for all payments due or which may become due for  
9           the use, operation, maintenance and financing thereof, and shall hold the Wife  
harmless thereon.
- 10          3.4.5 Any property acquired by the Husband prior to marriage or subsequent to the  
11          date of the parties' separation unless otherwise specifically awarded to the  
Wife herein.
- 12          3.4.6 All right, title and interest in and to the business known as Terrington Davies  
13          LLC, Terrington Davies Capital Management LLC, Terrington Davies Tanager  
14          Fund LP and Ptarmigan Fund and all assets thereto, including but not limited  
15          to bank accounts, accounts receivables, work in progress. The Husband shall  
hold the Wife harmless and indemnify her from any debts associated with  
these businesses.

16          **3.5 PROPERTY TO BE AWARDED TO THE WIFE.**

17          The Wife is awarded as her separate property, free and clear of any right, title or claim  
18          of the Husband, the following property, and the Husband hereby quit claims and  
19          conveys all of said property to the Wife. This Decree, when executed, shall serve as a  
20          document of conveyance from the Husband to the Wife of the following property:  
*as shown in exhibit A attached* 

- 21          3.5.1 All furniture, furnishings, clothing, personal items and personal property of  
any description presently in her possession.
- 22          3.5.2 All bank accounts, savings accounts and credit union accounts in her name  
only.
- 23          3.5.3 All life insurance policies insuring her life, for which the Husband is hereby  
divested of any interest as beneficiary.

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- 1           3.5.4 The Fidelity account -7955 with an approximate balance of \$236 (Ex 302).  
2           The husband shall cooperate in signing any documents needed to permanently  
3           close this account.
- 4           3.5.5 The following automobile: 2001 Toyota. The Wife shall become solely  
5           obligated for all payments due or which may become due for the use,  
6           operation, maintenance and financing thereof, and shall hold the Husband  
7           harmless thereon.
- 8           3.5.6 The Wife's 403(b) retirement account.
- 9           3.5.7 Any property acquired by the Wife prior to marriage or subsequent to the date  
10          of the parties' separation.
- 11          3.5.8 The Fidelity Roth IRA -8269 and Fidelity -1338 held in the wife's name.
- 12          3.5.9 ~~Cash property settlement of \$56,405 to equalize the property division payable  
by the husband to the wife. The Wife shall have a judgment against the  
Husband for this amount.~~

13          **3.6 LIABILITIES TO BE PAID BY THE HUSBAND.**

14          Unless otherwise provided herein, the Husband shall pay all liabilities incurred by him  
15          since the date of separation, which was April 15, 2009.

16          The Husband shall pay the following community or separate liabilities:

17          3.6.1 Any and all debt associated with Terrington Davies LLC, Terrington Davies  
18          Capital Management LLC, Terrington Davies Tanager Fund LP and Ptarmigan  
19          Fund whether said debt was incurred under the business names or the  
20          husband's name personally.

21          3.6.2 The Citibank Student Loan account -1125-70 (Ex 3(b), p. 16, Ex 297).

22          3.6.3 The following debts:

- 23           • Amazon.com Chase account -7314 (Exhibit 286)  
24           • Slate Chase acct -6457 (Ex 287)  
25           • AAA Chase acct - 3915 (Ex 288-89)  
            • Discover acct -0579 (Ex 290-92)  
            • Citicard -4425 (Ex 293)

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JMS  
KES

- 1                     • MIT Worldpoints Bank of America -7336 (Ex 294)
- 2

3                     3.6.4 All debts in his name only.

4                     If for any reason the Wife must pay on or has collection taken against her on debts  
5                     payable by the Husband, the Wife may seek a judgment against the Husband for any  
6                     amounts she has paid, plus reasonable attorney's fees and court costs. Said judgment  
7                     may be obtained under this cause number by proof from affidavit on the Family Law  
Motions Calendar unless the Judge/Commissioner determines to set the matter for  
testimonial hearing.

8                     If said debts are not so maintained, the Wife shall request the specific sums necessary  
9                     for maintaining said debts from the Husband and he shall pay these amounts to her as  
a part of the Court's order for support. The Wife shall in turn make said debt  
payments. If this fails, the Wife may apply to this Court for judgment against the  
Husband for these amounts, which judgment may then be enforced by the Wife for the  
repayment of community debts. Because this paragraph is in lieu of maintenance,  
these debts may not be discharged in bankruptcy.

13                     The assumption of indebtedness by the Husband above is necessary for the  
14                     maintenance and support of the Wife and shall be considered a duty directly related to  
her support; provided, however, that payment of said debts shall not be considered  
15                     deductible as alimony for income tax purposes by the Husband, nor includable as  
income by the Wife. The Husband's assumption of indebtedness, however, shall not  
16                     be dischargeable in bankruptcy so as to allow a third-party creditor to claim against  
the Wife. Furthermore, the remarriage or death of either party shall not affect or  
17                     terminate the Husband's obligation to pay these debts.

19                     3.7 **LIABILITIES TO BE PAID BY THE WIFE.**

20                     Unless otherwise provided herein, the Wife shall pay all liabilities incurred by her  
21                     since the date of separation, which was April 15, 2009.

22                     The Wife shall pay the following community or separate liabilities:

24                     3.7.1 American express account in wife's name.

25                     3.7.2 Alaska Airlines Visa -7563 and -5286.

- 1           3.7.3 U.S. Airways MC.  
2  
3           3.7.4 Citibank mortgages -4673 and -7606.  
4  
5           3.7.5 The SallieMae student loan account -3578-9.

6           **3.8 HOLD HARMLESS PROVISION.**

7           Each party shall hold the other party harmless from any collection action relating to  
8           separate or community liabilities set forth above, including reasonable attorney's fees  
9           and costs incurred in defending against any attempts to collect an obligation of the other  
party.

10          **3.9 MAINTENANCE.**

11          Neither party shall pay maintenance to the other.

12          **3.10 CONTINUING RESTRAINING ORDER**

13          A continuing restraining order is entered as follows:

- 14          The [x] husband [ ] wife is restrained and enjoined from disturbing the peace  
of the other party.  
15          The [x] husband [ ] wife is restrained and enjoined from going onto the  
16           grounds of or entering the home, work place or school of the other party, or  
the day care or school of the following named children: Alexandra or Naomi  
Grossman except as set forth in the Parenting Plan under this cause #.  
17          The [x] husband [ ] wife is restrained and enjoined from knowingly coming  
within or knowingly remaining within (distance) 500 feet of the home, work  
place or school of the other party, or the day care or school of these children:  
Alexandra or Naomi Grossman except as set forth in the Parenting Plan under  
this cause #.  
18  
19  
20  
21          Adam Grossman is restrained and enjoined from molesting, assaulting,  
harassing, or stalking Jill Borodin. (The following firearm restrictions apply  
if this box is checked: Effective immediately and continuing as long as this  
continuing restraining order is in effect, the restrained person may not possess  
a firearm or ammunition. 18 U.S.C. § 922(g)(8). A violation of this federal  
firearms law carries a maximum possible penalty of 10 years in prison and a  
\$250,000 fine. An exception exists for law enforcement officers and military  
personnel when carrying department/government-issue firearms, 18 U.S.C. §  
925(a)(1).)

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1  
2 ***Violation of a Restraining Order in Paragraph 3.8 With Actual Knowledge of its Terms***  
3 ***Is a Criminal Offense Under Chapter 26.50 RCW and Will Subject the Violator to Arrest.***  
4 ***RCW 26.09.060.***

- 5 [x] **Clerk's Action.** The clerk of the court shall forward a copy of this order, on or  
6 before the next judicial day, to: Seattle Police Department law enforcement agency  
7 which shall enter this order into any computer-based criminal intelligence system  
available in this state used by law enforcement agencies to list outstanding warrants.  
**(A law enforcement information sheet must be completed by the party or the**  
**party's attorney and provided with this order before this order will be entered**  
**into the law enforcement computer system.)**

8 **Service**

- 9 [x] The restrained party or attorney appeared in court or signed this order; service of this  
order is not required.  
10 [ ] The restrained party or attorney did not appear in court; service of this order is  
required.  
11 The protected party must arrange for service of this order on the restrained party. File  
12 the original Return of Service with the clerk and provide a copy to the law enforcement  
agency listed above.

13 **Expiration**

14 This restraining order expires on: (month/day/year) December 14, 2020.

15 cause number.  
This restraining order supersedes all previous temporary restraining orders in this

- 16 [x] Any temporary restraining order signed by the court in this cause number is  
terminated. **Clerk's Action.** The clerk of the court shall forward a copy of this  
17 order, on or before the next judicial day, to: Seattle Police Department law  
enforcement agency where **Petitioner** resides which shall enter this order into any  
18 computer-based criminal intelligence system available in this state used by law  
enforcement agencies to list outstanding warrants.

19 **Full Faith and Credit**

20 Pursuant to 18 U.S.C. § 2265, a court in any of the 50 states, the District of Columbia,  
21 Puerto Rico, any United States territory, and any tribal land within the United States  
shall accord full faith and credit to the order.

22  
23  
24 **3.11 PROTECTION ORDER.**

25 Does not apply.

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2 **3.12 JURISDICTION OVER THE CHILDREN.**

3 The Court has jurisdiction over the children as set forth in the Findings of Fact and  
4 Conclusions of Law.

5 **3.13 PARENTING PLAN.**

6 The parties shall comply with the Permanent Parenting Plan signed by the Court on  
7 this date. The Parenting Plan signed by the Court is approved and incorporated as part  
of this Decree.

8 **3.14 CHILD SUPPORT.**

9 Child support shall be paid in accordance with the Order of Child Support signed by  
10 the Court on this date. This Order is incorporated as part of this Decree.

11 **3.15 ATTORNEY'S FEES, OTHER PROFESSIONAL FEES AND COSTS.**

12 Attorney's fees shall be awarded to the Wife based on the husband's intransigence in  
13 this matter in failing to provide discovery concerning his businesses. The Wife's  
14 financial expert, Steven Kessler, testified that he was unable to render an opinion of  
15 value of the Husband's businesses because the Husband refused to provide the  
16 requested documentation. Counsel for the Wife shall submit an attorney fee  
declaration within 10 days of the date of this order and the court shall determine the  
17 reasonable fee award.

18 **3.16 NAME CHANGES.**

19 Does not apply.

20 **3.17 OTHER.** ~~Other debts or obligations of the parties~~ Y2 N6

21 3.17.1 Undisclosed Debts. Any debt or obligation, not specifically awarded herein,  
22 incurred by either party, shall be the sole and separate obligation of the party  
23 who incurred it and who failed to disclose it in this Decree. If an undisclosed  
24 debt was incurred by the parties jointly, then the parties shall remain jointly  
25 liable.

1           3.17.2 Undisclosed Assets. There are no known assets (i.e., bank accounts,  
2           retirement accounts, investment accounts, etc.) which have not been divided  
3           by the parties prior to the date of this Decree or by this Decree. Any assets  
4           owned by the parties on the date of this Decree which either party has failed  
5           to disclose shall be divided 50/50 by the court upon motion by either party.

6           3.17.3 Revocation of Wills, Powers of Attorney and Other Instruments. All  
7           previous wills, powers of attorney, contracts and community property  
8           agreements between the parties hereto are hereby revoked and the parties are  
9           prohibited from exercising same.

10          3.17.4 Federal Income Tax. The parties shall file separately for the year 2010. The  
11         Wife shall claim the interest deduction for all house payments made on the  
12         Seattle house during tax year 2010. In the event that any prior income tax  
13         returns of the parties should be audited for any year during the marriage, any  
14         additional tax found to be due (including penalties and interest) shall be paid  
15         equally 50/50 by the parties, and any refund due shall be divided 50/50.

16          3.17.5 Warranty Against Liens. Each party warrants to the other that there are no  
17         undisclosed liens, encumbrances, or defects of title attached to or affecting  
18         any of the property awarded to the other party herein. Should any  
19         encumbrances, liens or clouds of title created or incurred prior to the date of  
20         recording this Decree exist but not be disclosed herein, the party incurring  
21         the encumbrance, lien or clouds of title shall be responsible and shall pay all  
22         costs (including attorney's fees) for removing the lien, encumbrance or cloud  
23         of title from the property. Should the encumbrance, lien or cloud of title  
24         have been acquired or incurred jointly, each party shall pay for one-half of  
25         the encumbrance, lien or cloud of title and one-half of the attorney's fees and  
              costs incurred in removing the encumbrance, lien or cloud of title from the  
              property.

21          3.17.6 Performance of Necessary Acts. Each party shall execute any and all deeds,  
22         bills of sale, endorsements, forms, conveyances or other documents, and  
23         perform any act which may be required or necessary to carry out and  
24         effectuate any and all of the purposes and provisions herein set forth. Upon  
25         the failure of either party to execute and deliver any such deed, bill of sale,  
              endorsement, form, conveyance or other document to the other party, the  
              Decree shall constitute and operate as such properly executed document.  
              The County Auditor and any and all other public and private officials are

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1 authorized and directed to accept the Decree or a properly certified copy  
2 thereof in lieu of the document regularly required for the conveyance or  
3 transfer.

4       3.17.7 **Protective order for wife's confidential health care records.** Testimony  
5 revealed that the husband had obtained confidential health care records  
6 belonging to the Wife associated with marital therapy. Mr. Grossman is  
7 ordered to immediately turn over all copies in his possession to Rabbi  
8 Borodin's attorney any documents in his possession or over which he has  
9 control related to marital counseling or any other medical or mental health  
10 record. Mr. Grossman shall destroy and confirm in a sworn statement to  
11 Rabbi Borodin that he has destroyed all electronic versions of any health care  
12 records. The making of additional copies shall be prohibited, in any format  
13 or means, including digitization, scanning, Xeroxing, photographing, etc.,  
14 except as stated above.

15       DATED: 12/14/10



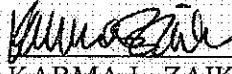
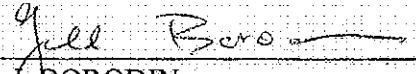
JUDGE MARIANE SPEARMAN

16 Petitioner or Petitioner's Attorney:

17 A signature below is actual notice of this order.

18 [X] Presented by:

19 MICHAEL W. BUGNI & ASSOC., PLLC

20    
KARMA L. ZAIKE, WSBA#31037

21 Attorney for Petitioner/Wife

22 Date: 12/14/2010

JILL L. BORODIN,

Petitioner/Wife

23 Date: Dec 14, 2010

24 Respondent or Respondent's Attorney:

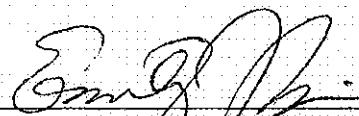
25 A signature below is actual notice of this order.

[X] Approved for Entry:

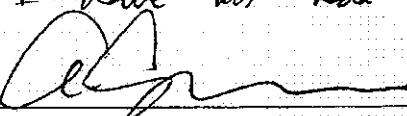
[X] Notice for presentation waived:

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EMILY J. TSAI, WSBA #21180  
Attorney for Respondent/Husband  
Date: 12/14/15

I have not read this.  
  
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ADAM R. GROSSMAN,  
Respondent/Husband  
Date: 14 Dec 2010

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